

SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (“**Second Amendment**”) is made and entered on November 14, 2023, by and between **OMCII, LLC**, a Florida limited liability company (“**OMCII**” or “**Developer**”) and **FORT PIERCE REDEVELOPMENT AGENCY**, a dependent special district of the City of Fort Pierce, and Florida Municipal Corporation (“**FPRA**”). [Developer and FPRA are each a “**party**” and together are the “**parties**” in this Second Amendment. All initially capitalized terms used in this Second Amendment shall have the same meanings ascribed to them in the Total Agreement (hereinafter defined), except for those terms in bold text below.]

RECITALS:

A. Stuart & Shelby Development, Inc., a Florida corporation (“**S&S**”), East to West Development Corporation, a Florida not-for-profit corporation (“**ETWDC**”), and FPRA, entered into that certain Development Agreement for Affordable/Workforce Housing, dated June 8, 2021, concerning the Project (“**Development Agreement**”).

B. S&S and ETWDC, in accordance with Section 12.3 of the Development Agreement, totally assigned their entire right, title and interest as the “**Developer**” under the Development Agreement to OMCII, by that certain Total Assignment of Development Agreement by Developer, dated August 31, 2021 (“**Total Assignment**”). OMCII is the sole Developer under the Development Agreement.

C. The parties subsequently entered into that certain First Amendment to the Development Agreement, dated March 8, 2022 (“**First Amendment**”). (The Development Agreement and First Amendment are hereinafter collectively called the “**Total Agreement.**”)

D. Based on recent discussions between Developer and FPRA, the parties for and in consideration of the mutual promises, covenants, and other good and valuable consideration set forth in this Second Amendment, the receipt and sufficiency of which is acknowledged, agree to modify the Total Agreement as set forth below.

1. The recitals set forth above are acknowledged by the parties to be true and correct, and are an integral part of this Second Amendment.

2. FPRA certifies to Developer that all “**INFRASTRUCTURE Improvements**” (as that term is defined in the First Amendment) for the Project, have been constructed and installed by the City, and are fully completed in strict accordance with their approved plans and specifications, and building codes, regulations, and Applicable Laws.

3. The Project Replat known as “**The Oaks at Moore’s Creek II**” has been recorded in Plat Book 109, at Page 20, of the Public Records of St. Lucie County, Florida.

4. The Closing of the Property shall occur on or before November 30, 2023, provided all conditions of Closing under Sections 4.4 and 4.5 of the Development Agreement, as modified by the First Amendment, are satisfied by the applicable party (or waived by Developer) by that date.

5. Except as specifically modified by this Second Amendment, the Total Agreement remains in full force and effect. If there is any conflict between the Total Agreement and this Second Amendment, this Second Amendment shall always control. This Second Amendment may be executed in one or more counterparts and collectively shall constitute one and the same document. An electronic signed copy of this Second Amendment shall be treated for all purposes as an original. Each individual signing below has the authority to legally bind his/her respective party to the terms, provisions and conditions contained in this Second Amendment without any further documentation or approvals.

DEVELOPER:

OMCII, LLC, a Florida limited liability company

By Its Sole Manager:

East to West Development Corporation,
a Florida not-for-profit corporation

By: *Daniel A. Rosemond*
Name: Daniel A. Rosemond
Title: Chief Executive Officer

FPRA:

Fort Pierce Redevelopment Agency,
a dependent special district of the City of Fort Pierce, and
Florida Municipal Corporation

By: *Linda Hudson*
Name: Linda Hudson
Title: Chair

ATTEST:

By: *Linda W. Cox*
Name: Linda Cox
Title: City Clerk

**APPROVED AS TO FORM AND
CORRECTNESS:**

By: *Sara Hedges*
Name: Sara Hedges
Title: Agency Attorney